

RESOLUTION NO. 49-2013

**RESOLUTION APPROVING COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE TOWNSHIP OF
EAST HANOVER AND ASSOCIATION OF EMPLOYEES
OF THE EAST HANOVER PUBLIC WORKS**

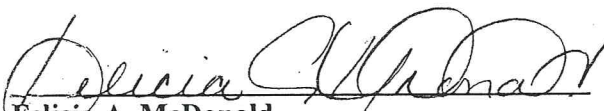
WHEREAS, the Township of East Hanover and the Association of Employees of the East Hanover Public Works have negotiated as to the terms of a collective bargaining agreement for the years 2012-2015, inclusive, and

WHEREAS, the parties have agreed in principle to the terms of such agreement,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Hanover in the County of Morris, New Jersey, that the collective bargaining agreement between the Township of East Hanover and the Association of Employees of the East Hanover Public Works for the years 2012 through 2015, inclusive, a copy of which is appended hereto and made a part hereof as if written in full herein, be and the same is hereby approved, and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and they are hereby authorized and directed to execute the same on behalf of the Township.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council of the Township of East Hanover at a regular meeting held February 4, 2013.



Felicia A. McDonald
Deputy Township Clerk

Councilman Peluso
Councilman DeMaio
Councilman Martorelli
Council President Jandoli
Mayor Pannullo

YES	NO	ABSTAIN	ABSENT
✓			
✓			
✓			
✓			
✓			

AGREEMENT

by and between

**TOWNSHIP OF EAST HANOVER
and
EAST HANOVER PUBLIC WORKS
ASSOCIATION**

January 1, 2012 — December 31, 2015

AGREEMENT

This Agreement made and entered into this ^{4th} day of ^{Feb.} 2013, by and between the Township of East Hanover in the County of Morris, a municipal corporation of the State of New Jersey (hereinafter the "Township" or "Employer), and the Association of Employees of the East Hanover Public Works (hereinafter, the "DPW Association"), represents the complete and final understanding on all bargainable issues between the Township and such employees who are covered pursuant to Article I, Section A, in order that more efficient and progressive public service may be rendered.

ARTICLE I. RECOGNITION

Section A. The Township hereby recognizes the Association as the sole and exclusive negotiating agent for all regular full-time employees presently and hereafter employed by East Hanover Township other than those specifically excluded in Section B. hereof.

Section B. Excluded shall be, all employees of the Township in the following classifications: part-time employees (defined as any employee of the Township who is regularly scheduled to work thirty (32) or fewer hours per week), members of P.B.A. Local 227, members of the Association of Employees of Office Workers, all forepersons of Public Works, the Township Clerk, Deputy Township Clerk, Township Administrator, all department heads, and the following confidential, professional or managerial employees:

Treasurer/Chief Financial Officer	Tax Collector
Superintendent of Public Utilities	Director of Land Use
Tax Assessor	Health Officer
Municipal Court Administrator	Construction Official
Township Engineer	Fire Chief
Superintendent of Public Works	Superintendent, Licensing, Permits & Enforcement
Township Clerk	Superintendent of Recreation
Township Business Administrator	

* Any other confidential, managerial or professional employees as may hereafter be employed by the Township.

Section C. The Township shall notify the Association of any additions or deletions to the list of confidential, managerial or professional employees.

ARTICLE II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Township agrees to adhere to all Federal and State laws, statutes and regulations concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Township and the Association in a manner which is not discriminatory. Any alleged employment discrimination on the basis of race, color, creed, religion, sex, national origin, age, military status, physical handicap, marital status or sexual orientation against any persons covered by this Agreement shall be the subject of the grievance procedure set forth herein.

ARTICLE III. NEGOTIATION OF SUCCESSOR AGREEMENT

Section A. The Township and the Association agree to conduct negotiations in as professional and informal way as possible and in accordance with Chapter 123, P.L. 1974 (N.J.S. 34:13A-1 et seq.). These negotiations will be on matters concerning terms and conditions of employment for all members of the bargaining unit.

Section B. Each party shall make a good faith effort by November 1 of the final year of the Agreement to state to the other party its intentions to initiate negotiations over a successor agreement.

Section C. Such negotiations shall begin no later than December 1 of the final year of this Agreement. Each party shall be entitled during negotiations to make proposals and counterproposals.

ARTICLE IV. SCOPE OF AGREEMENT

Section A. The Township and the DPW Association acknowledge that during negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective bargaining. The Township and the Association have negotiated in good faith with respect to those subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.

Section B. The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement, This Agreement may not be altered, changed, added to or deleted from or modified in whole or in part, except by an instrument in writing duly executed by both parties.

ARTICLE V. EFFECT OF CONTRACT

This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties. The Township shall not be bound by anything not expressed in writing herein. No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.

ARTICLE VI. MANAGEMENT RIGHTS

Section A. Notwithstanding any provisions of this Agreement, the Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior by the laws of the State of New Jersey and all local, state and federal laws.

Section B. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, without limitations as a public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law. The Township retains all rights of management previously employed or exercised by the Township, including but not limited to the following:

1. To manage and administer the affairs and operations of the Township including the rights of management personnel to perform bargaining unit work.
2. To direct its work force and operations.
3. To hire, promote, transfer and assign employees.
4. To demote, suspend, discharge and otherwise take disciplinary action against employees for good and just cause according to law.
5. To take necessary action in emergencies.
6. To determine standards of selection for employment.
7. To determine standards of performance for employees.
8. To evaluate employee performance.
9. To determine the methods, means and personnel by which the Township's operations are to be conducted.
10. To determine the content of job classifications and descriptions.
11. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of the Township.

Section C. Nothing contained in this Agreement shall operate to deny or restrict the Township in the exercise of its powers, rights, responsibilities and authority pursuant to the laws of this state and of the United States.

ARTICLE VII. GRIEVANCE PROCEDURE

Section A. This grievance procedure shall be in full effect for the period covered by this Agreement.

Section B. For the purposes of this grievance procedure the following terms shall have the meanings herein ascribed:

"Grievance" shall mean any dispute concerning the interpretation, application or any alleged violation of a specific written provision of this Agreement.

"Immediate Superior" shall mean the person to whom the aggrieved employee is directly responsible.

"Grievant" shall mean an employee of the Township who is a member of the Association.

Section C. The purpose of the grievance procedure is to secure an equitable solution to the problems affecting employees arising during the term of this Agreement.

Section D. The parties agree that disputes shall be resolved at the lowest possible level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his/her immediate superior. In the event that such discussions fail to produce a satisfactory resolution of the complaint, it shall only then be reduced to writing and submitted as a grievance.

Section E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

1. Grievant must file his/her grievance in writing with his/her immediate supervisor within five (5) working days after the grievant has availed himself/herself of the procedure outlined in Section D above, or within five (5) working days of presumed knowledge of the occurrence giving rise to the grievance. Failure to act within the said time period shall constitute an abandonment of the grievance.
2. Once the grievance is timely filed, the grievant shall discuss the grievance with his/her immediate superior. If the grievant is not satisfied with the resolution or if no resolution is made within three (3) working days by the immediate superior, the employee must present the grievance to the Department Head for further consideration, unless said immediate superior is the grievant's Department Head, in which case the grievance shall be presented to the Township Administrator and shall be treated as Step 3.
3. In the event there is not a satisfactory resolution of the grievance by the Department Head at Step 2 or an answer is not given within three (3)

working days, the aggrieved employee may present the grievance to the Township Administrator within five (5) working days thereafter. The Township Administrator will then render a decision within ten (10) working days.

4. In the event there is not a satisfactory resolution of the grievance at Step 3 or a decision is not rendered by the Township Administrator within the time allowed, the aggrieved employee may appeal to the Township Council, in writing, within ten (10) working days thereafter, by use of a mutually approved grievance form. The aggrieved employee may at this time also request a hearing before the Township Council which hearing shall take place within thirty (30) days of the proper and timely presentation of the request. The Township Council shall make a determination within thirty (30) days from the receipt or hearing of the grievance and shall give written notification to the aggrieved employee of its determination. This time may be extended by mutual agreement of the parties. The decision of the Township Council is final and binding.

Section F. Failure on the part of the grievant to appeal the answer to the next higher step shall be deemed an acceptance of the Township's previous answer. The grievant shall waive his/her right to appeal the grievance to any other steps in the Grievance Procedure. Failure on the part of the Township to submit a written disposition within the prescribed time limits shall allow the grievant to proceed to the next step.

Section G. The time limits set forth in this provision may be extended in writing by mutual agreement of the Township and the Association.

Section H. At the request of the aggrieved employee, the Association President or his/her designee may participate in the grievance procedure at Steps 3 and 4.

ARTICLE VIII. WORK SCHEDULES

Section A. The normal workweek for all DPW Association members hired prior to January 1, 1995, shall consist of five consecutive days, Monday through Friday. Persons employed after December 31, 1994, shall work five (5) consecutive days, Monday through Friday or Tuesday through Saturday.

Section B. Employees covered by this Agreement shall work an eight (8) hour day.

Section C. The standard working hours for Association members shall be 6:30 a.m. to 3:30 p.m.

Section D. Persons employed after December 31, 1994, may be required to work hours other than those listed in Section C, above, subject to the following limitations:

1. No starting time may be established prior to 6:00 a.m. no later than 6:00 p.m. without the consent of the affected employee(s).
2. An employee's starting time shall not be varied, except in the case of an emergency, without the said employee receiving not fewer than ten (10) days' notice.
3. No starting time shall be established for punitive reasons.

Section E. Department heads may establish other starting times in case of an emergency.

Section F. Any employee of the Township who, during the term of the collective bargaining agreement in force prior to this one, was regularly working a shift which commenced and ended outside of the standard shifts as defined in Section C above shall be deemed to have consented to continue to work that shift irrespective of his/her date of employment with the Township.

Section G. All employees are entitled to a lunch break of one (1) hour, which period shall be scheduled to begin between the third and fifth hours of any work shift. Lunch breaks are to be scheduled to ensure that workstations are covered without interruption. However, employees are expected to take their lunch break and not work through the lunch break without the prior approval of the Township Administrator, Department Head or his/her designee.

Section H. All employees are to receive two (2) fifteen (15) minute breaks during the workday, one in the first half of the work period and the other in the second. Breaks are not to be combined with the lunch break and employees are

expected to utilize their breaks.

ARTICLE IX. OVERTIME AND COMPENSATORY TIME

Section A. Overtime is defined as any work performed in excess of the number of hours in an employee's normal single workday, or the total hours in any workweek for the said employee as set forth in Article VIII, except that each day the Town Hall or other public building of the Township, excluding the Library and schools, is closed, each employee who works that day shall be paid at the rate set forth in Section C below.

Section B. Overtime requires the prior approval of the Township Administrator, except that in cases of emergency, supervisory personnel may authorize overtime for the duration of the emergency. Overtime shall be assigned in order of seniority with the most senior employee having the right to accept or decline overtime, except that the Township reserves the right, when necessary, to assign a less senior employee based upon qualifications. The Township agrees to exercise this right in good faith.

Section C. Except as provided elsewhere herein, all covered employees shall be paid at the rate of one and one-half (1-1/2) times their normal rate of pay for overtime worked in excess of the normal workday or normal workweek for that employee.

Section D. Association members are required to work overtime in emergent situations which are defined as snowfalls requiring salting, sanding or plowing operations; water and sewer main breaks, road cave-ins or any other event which poses a threat to the health, safety or welfare of the residents of the Township.

1. When required to work overtime in emergent situations on a Sunday, a holiday or a preapproved vacation, covered employees shall be paid at the rate of two (2x) times their normal rate of pay for a minimum of three (3) hours. When required to work overtime in emergent situation on a Saturday, covered employees shall be paid at the rate of one and a half (1.5x) times their normal rate of pay for a minimum of three (3) hours. For the purposes of this paragraph, Saturday, Sunday, Holiday or preapproved vacation shall commence at 3:30 p.m. on the employee's last prior workday and shall end at 6:30 a.m. on his/her next regularly scheduled workday.
2. In the event that a covered employee is on call (standby) for possible emergent situation work on a Saturday, the covered employee will be paid at the rate of one and one-half (1.5x) times their normal rate of pay for overtime for a minimum of five (5) hours. For Sunday, or holiday, the covered employee on call (standby) shall be paid at the rate of two (2x) times their normal rate of pay for a minimum five (5) hours of pay at the emergent situation rate for each such day on call. In the event such employee actually works on the day for which he or

she is on call, there shall be no duplication of on-call pay and pay for hours actually worked.

3. Failure of an employee to work such emergent situation overtime shall subject the employee to disciplinary action, except that an employee may be relieved of such obligation on an incident-by-incident basis for health, family or other good and valid reason, properly documented. Such relief shall not be unreasonably withheld.

Section E. When an emergent condition requires the employees set forth in Section D to work for more than five (5) consecutive hours, such employees shall be provided with a meal break of not less than thirty (30) minutes and the said meal shall be provided by the Township at the municipal garage or such other location as the Superintendent of Public Works or his designee may direct. Such break shall not interrupt the continuity of overtime hours for the purposes of determining double time hours pursuant to Section F below.

Section F. In the event that a covered employee in the Water & Sewer Utility Department is scheduled for possible overtime work on a Saturday, the covered employee will be paid at the rate of one and one-half (1.5x) times their normal rate of pay for overtime for a minimum of five (5) hours. For Sunday, or holiday, the covered employee scheduled for overtime shall be paid at the rate of two (2x) times their normal rate of pay for a minimum five (5) hours of pay. In the event such employee actually works on the day for which he or she is scheduled, there shall be no duplication of on-call (standby) overtime pay, emergency overtime pay, and overtime pay for scheduled hours actually worked.

Section G. At any time the employee works more than six (6) consecutive hours beyond his/her normal quitting time, or when an employee on call-out works for six (6) consecutive hours, he/she shall be paid two (2x) his/her normal rate of pay for all consecutive hours worked beyond six (6) hours. The six (6) hours and any time additional thereto shall be considered consecutive regardless of the department to which the employee is assigned, so long as there is no interruption other than an authorized work or meal break.

Section H. Any employee called to work outside of his/her normal working hours shall receive a minimum of three (3) hours pay at the rate of one and one-half (1.5x) times his/her regular rate of pay, except that there shall be no minimum when the overtime is worked contiguous to the employee's normal work hours.

Section I. Compensatory time is defined as time off in lieu of payment for hours worked in excess of a normal workday or workweek. Employees are entitled to compensatory time equal to one and one-half (1.5x) times the hours

worked for all time worked in excess of the employee's standard workday or workweek. If the employee chooses compensatory time for time for which he/she would be compensated at double rate pursuant to Section D hereof, such compensatory time shall be calculated at the rate of two times (2x) the actual hours worked.

Section J. Employees may bank compensatory time for future use at a mutually convenient time for the Township and the employee, but no more than one hundred twenty (120) hours of compensatory straight time, equivalent may be carried forward from one year to the next.

Section K. Employees are expected to keep track of their compensatory time available and to use same in a timely fashion to avoid having an excess banked at the end of the year. In January of each year, the Township (Department Head, Supt. of Public Works) shall provide to each employee a report of the compensatory time available as of the prior December 31. If the employee disagrees with the time credited, he/she shall so inform the appropriate superintendent and the two shall rectify the difference.

Section L. Compensatory time which is not to be carried forward must be used prior to December 1 of the calendar year.

Section M. Compensatory time in excess of one hundred (125) hours banked at the end of the year shall be compensated at the employee's regular hourly rate of pay for that year.

ARTICLE X. HOLIDAYS

Section A. All employees shall be entitled to the following days designated as official holidays with pay, which holidays will be celebrated on the days specified as follows:

New Years Day	Memorial Day	Election Day
Martin Luther King's	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Presidents Day	Columbus Day	Day after Thanksgiving
Good Friday	Christmas Day	

The Township reserves the right to adjust the actual Holidays stated above and substitute a floating Holiday. A Floating holiday is defined as a holiday during which municipal offices shall remain open. Employees may take another day at their convenience with the approval of their department head. As of this contract, and until otherwise negotiated, the Township provides for 14 Paid Holidays for the duration of this current contract.

Section B. Employees who are required to work on the recognized holidays noted in this Article shall be entitled to pay at the rate of two (2x) times their hourly rate for the actual hours worked on said holiday.

Section C. To be entitled to holiday pay, an employee must have worked his/her full scheduled work day immediately before and after the holiday unless his/her absence is authorized. Authorized leave with pay includes:

Vacation leave
Personal leave

Bereavement leave
Authorized sick leave*

* Requires a physician's certification of illness after the third such occurrence in any twelve-month period.

Section D. If a holiday falls on a Saturday, the holiday shall be celebrated on the preceding day. If the holiday falls on a Sunday, it shall be celebrated on the following Monday.

ARTICLE XI. VACATIONS

Section A. All non-probationary bargaining unit employees covered by this Agreement shall be granted vacation with pay, if eligible according to the schedule set forth hereafter.

Section B. The status of each employee with respect to annual vacation credits shall be determined on the anniversary date of each employee's appointment as a full-time employee of the Township.

Section C. All vacations shall be scheduled in the first quarter of the year and scheduling shall be based on seniority. Eligible members must submit a written request for time off preferred no later than March 15 of each year.

Section D. Upon death, retirement or termination of employment for any reason, there shall be paid to the said employee or to his/her estate a sum equal to one (1) day of pay for each unused vacation day pro-rated upon the number of months worked in the calendar year in which the death, retirement or termination occurs and any vacation leave which may have been carried over from the proceeding calendar period, less any vacation leave used by the member prior to death, retirement or termination in the year such event occurs. Payment shall be made in one lump sum payment exclusive of pension benefits or payments.

Section E. If any official holiday as designated in Article X occurs during an employee's vacation, he/she will be entitled to an additional vacation day in lieu of said holiday.

Section F. Any employee hired prior to July 31 shall be entitled to five (5) vacation days in that year. Any employee hired after July 31 shall accumulate one (1) vacation day for each thirty (30) days worked up to December 31 of said calendar year. From January 1 to December 31 of the following year, employee shall be entitled to receive ten (10) vacation days.

Section G. Vacation pay will be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

Section H. There shall be no accrual of vacation time from year to year in excess of fifteen (15) vacation days. Vacation time not taken in the contract year in which it is earned in excess of fifteen (15) days will be lost.

Section I. All vacation time shall be calculated based on continuous years of service and on a calendar year basis. The vacation period for each year shall be as follows for employees hired on and after January 1st, 2012:

1. January 1st following completion of (1) year of service: 12 vacation days
2. January 1st following completion of (5) years of service: 15 vacation days
3. January 1st following completion of (10) years of service: 20 vacation days
4. January 1st following completion of (20) years of service: 25 vacation days

Section J. The vacation schedule for employees hired prior to January 1st, 2012 is as follows:

1. January 1st following completion of two (2) years of service: Three (3) weeks
2. January 1st following completion of five (5) years of service: Four (4) weeks
3. For employees hired prior to January 1, 1995, on January 1 following the completion of ten (10) years of service: Five (5) weeks.
4. For employees hired prior to January 1st, 2012 upon earning 20 years of completed service will be granted the new vacation allowance of 25 vacation days

Section K. No part of any employee's scheduled vacation may be charged to sick leave except that nothing herein shall be construed to affect employee's rights pursuant to his/her entitlement to benefits under any disability plan as set forth in article XIII.

ARTICLE XII. ABSENCE AND LEAVES OF ABSENCE

Absences from duty are classified as "illness," "vacation" or "other," and are to be noted on time reports. An authorized leave of absence will be reported as "illness" or "other" depending on its nature. Days off charged to "other" shall be left to the discretion of the Department Head. The reason for each absence listed on the time report as "other" will be noted thereon, with a statement as to whether it is approved by the Department Head.

Each employee must notify his/her Department Head of any absence from duty. If it is not possible to do so in advance of the working day, the report shall be made by telephone or otherwise at least one (1) hour prior to the employee's starting time or as early as possible on the day the employee is absent. If not possible to contact the Department Head, the employee shall notify the Township Administrator. Failure to notify the Department Head and/or Township Administrator may be cause for the denial of use of sick leave for that absence and can constitute cause for disciplinary action.

Section A. Sick Leave

1. All employees shall be entitled to accumulate one (1) working day of sick leave (12 days per year) with pay for each completed month of service to be used only for illness which shall include time to care for a spouse or child who resides with the employee during the period of illness of said spouse or child.
2. In cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township examine the employee and report on the condition of the employee to the Township Administrator.
3. When the absence on account of illness or disability does not exceed three (3) days, the employee's statement of the cause will be accepted without a supporting statement from his or her physician. The Township may, in cases of frequent illnesses, have an employee examined by a designated physician in order to determine the severity of illness of the employee. The Township Administrator has the right to waive such requirement, or may require an employee to be examined by a physician designated by the Township for the purpose of certifying the employee fit for duty before the employee returned to work.
4. During prolonged periods of illness or disability, the Township Administrator may require periodic reports on the condition of an employee from an attending physician. When under medical care, during period of sick leave, employees are expected to conform to the instruction of the attending physician if they wish to qualify for sick leave benefits.
5. Any sick leave payments exceeding accumulated sick leave of an employee requires the approval of the Township Council.

6. Any employee certified by an accident report as being absent on account of disability due to an accident or illness directly caused in the line of his or her work shall not have such absence charged against his/her sick leave.
7. Any employee on sick leave and receiving his/her normal compensation who in addition qualifies for payments under Worker's Compensation weekly benefits shall during the period he/she is receiving said benefits be entitled only to that portion of his/her regular salary which, with the Worker's Compensation payments, equals the employee's normal straight time salary.
8. No employee, while on sick leave from the Township, shall be elsewhere or otherwise employed or engage in any outside work or employment.
9. Each employee shall be required to establish and maintain a bank of not fewer than forty-five (45) accrued unused sick days. Once such bank has been established, an employee may thereafter redeem up to 20 unused sick days from his/her allotment of sick days at one-half their current straight time rate provided the bank of sick days does not fall below 45 days. In any case where an illness shall reduce the balance of banked sick days to fewer than forty-five (45), the member must return the bank to a minimum of forty-five (45) days before redeeming any additional days.
10. Employees desiring to redeem unused accrued sick time shall notify their department head in writing by December 31st, of each year of the number of days to be redeemed. Payment for such days will be made not later than January 31st of the following year
11. Any employee with at least five (5) years of service who retires, is permanently separated or who voluntarily leaves the service of the Township shall be entitled to one-half (1/2) day's pay at his/her regular straight time rate for each day up to a maximum of two hundred (200) days of unused sick leave credited to him/her at the time of such separation from the Township payroll, except that in no case shall such payment exceed fifteen thousand dollars (\$15,000).
12. Notification must be made to the Township Administrator not fewer than thirty (30) days prior to such separation, unless circumstances render such notice impossible. Payment of this supplemental compensation shall be on a semi-monthly basis at the level of employee's last rate of pay until such benefit is exhausted.

Section B. Bereavement leave

1. In the event of a death in the immediate family of an employee, the Township will grant an absence with pay to the employee for no more than five (5) days.
2. Immediate family is defined to mean a parent, grandparent, spouse, civil union partnership, child, sibling, parent-in-law or any other relative who resides in the household with the employee.

3. In the event of a death in the family not mentioned in Paragraphs (1) and (2) above, the Township will provide one (1) personal day of bereavement leave to the employee to attend funeral services in cases where such services are to be held beyond a two hundred (200) mile radius of East Hanover, the Township Administrator may grant special consideration for travel time where the employee has no vacation or compensatory time available.

Section C. Leave of Absence without Pay

A leave of absence without pay may be requested by an employee who shall submit in writing all facts bearing on the request to his/her Department Head, who will append his/her recommendation and forward the request to the Township Administrator for Township Council action. Each case will be considered on its merits and will not establish a precedent. Leaves of absence without pay shall be limited to a maximum of six (6) months.

Section D. Jury Duty

If any employee is legally selected for jury duty, every effort shall be made to enable such employee to serve as a juror. Each employee shall be paid for time served as a juror at his/her regular rate of pay providing that any compensation received as a juror shall be turned over to the Township immediately upon its receipt.

Section E. Military Leave

When a full-time employee who is a member of the reserve component of any United States Armed Force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary. The paid leave will not be counted against any available time off including but not limited to sick, vacation or personal time. A full-time temporary employee who has served less than one year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty (30) calendar days after the paid leave is exhausted, After this period has expired, employees may continue coverage for themselves or their dependents under the New Jersey State Health Benefits group plan by taking advantage of the COBRA provisions. Members of the state administered retirement systems (PERS and PFRS) will continue accruing service and salary

credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits:

1. For service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight hours after the end of military duty, with reasonable allowances for commuting.
2. For service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty.
3. For service greater than one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

Section F. Maternity.

Maternity leave and benefits are provided for under short-term disability (income replacement). Employees applying for maternity leave shall be covered under the income replacement program as set forth in Article XIII hereof.

Section G. Personal Days

Each employee is entitled to take two (2) personal days upon approval of his/her supervisor, which approval shall not be unreasonably withheld. If the personal days are not used in a year, they may be redeemed at one hundred percent (100%) of the employee's regular pay. Personal Days are not intended to be used to extend vacations or weekends, but for single day events not covered by other forms of leave. Payment for such unused days shall be made, upon proper notification, not later than January 31st of the following year.

Section H. Terminal Leave

1. Any employee with at least twenty-five years of full-time service with the Township of East Hanover shall receive ninety (90) working days pay frozen at their December 31st 2011 rate of pay prior to the effective date of retirement and the employee shall not be required to report for or to perform any duties during this period.
2. Any employee applying for terminal leave must submit said notification in writing to the Township Administrator not fewer than ninety (90) days prior to the effective date of the retirement. Failure to do so may subject the employee to forfeiture of terminal leave benefits.
3. Employee Terminal Leave payout shall be calculated as of December 31st, 2011 using each employee's salary at that time and shall remain frozen indefinitely. Employee's calculated payouts are attached as

Schedule E.

4. Payment of the terminal leave benefit shall be on a semimonthly basis.
5. Employees hired after January 1st, 2012 will NOT receive the Terminal Leave Benefit.

ARTICLE XIII. HEALTH AND INSURANCE BENEFITS

Section A. The Township shall provide for and pay a percentage of all premiums under NJ State Statutes, unless otherwise stated, in connection with the following benefits for each member and his/her family.

1. Health and Medical Benefits

The Township shall provide a comprehensive major medical/surgical policy which at a minimum, provides a level of coverage consistent with the health care industry of an open access plan which is currently offered through New Jersey State Health Benefits Program and is called NJ Direct10. The current option of Traditional Medical Insurance will no longer be offered after April 1st, 2013.

2. Dental Health Benefits

A dental health plan providing the following minimum benefits:

- A. Deductible not to exceed \$200.00 annually.
- B. Per patient annual maximum: \$1,500.00.
- C. Pre-existing conditions: Fully covered.
- D. Preventive and diagnostic: Fully (100%) covered.
- E. Basic procedures: 90% covered; 10% copayment
- F. Prosthodontics: 70% covered; 30% copayment
- G. Special orthodontics: 50% copay, \$1,000 per case maximum by carrier.
- H. Periodontal surgery: 90% covered; 10% copayment.

3. Prescription Drug Benefit

The Township shall provide a comprehensive prescription drug plan policy for employees which at a minimum, provides a level of coverage consistent the plan which is currently offered through the New Jersey State Health Benefits Program as the State Prescription Drug Plan. Oral contraceptives shall be a covered expense.

4. Life Insurance

A life insurance policy equal to three times (3x) each member's straight time annual salary while employed by the Township not to exceed \$500,000.

5. Income Replacement (Short and Long-Term Disability)

An income replacement program which shall provide a weekly benefit equal to two-thirds (66.67%) of employee's straight time rate, to a maximum of Five and Fifty dollars (\$550.00) per week in the event of disability due to injury, sickness or disease suffered other than in the line of duty.

- A. Benefits shall begin seven (7) days following onset of the injury, sickness or disease, or after employee has utilized all

accumulated unused sick time, whichever is later.

- B. Short-Term Disability Benefits shall be termed the initial 26 weeks (6 months) of disability and shall be paid either by the Township or by the Township Short-Term Disability Insurer to a disabled employee.
- C. In the event that the covered Employee is still disabled following six (6) months of Short-Term Disability then they shall continue on Long-Term Disability Benefits. Long-Term Disability shall be termed 78 weeks (18 months) following the Short-Term Disability period of 26 weeks (6 months) and shall be paid by the Township or the Township's Long-Term Disability Insurer.
- D. In the event that the employee is still disabled following eighteen (18) months of Long-Term Disability, then they shall terminate from the Township's employment after 104 weeks (24 months) from the date of the initial disability claim under NJ State Statutes. The employee if still disabled shall continue to receive Long-Term Disability benefits directly from the Township's disability insurer until the employee is Medicare eligible.
- E. This program is not in lieu of nor does it affect the requirements for coverage under applicable Worker Compensation laws.

Section B. Continuing Coverage

- 1. In the event of the death of an employee, the Township will pay the cost of continuing coverage under Article XIII, Sections A(1) through A(3), inclusive, for the surviving spouse until he/she remarries, and for employee's dependents as would have been applicable had the deceased continued in active employment.
- 2. By adoption of the provisions of Chapter 88, P.L. 1974, as amended, the Township has assumed the obligation to provide and pay for continuing coverage of benefits Section A, Paragraphs (1) through (3), inclusive, for member pensioners that retire with twenty-five (25) years of full-time service with the Township of East Hanover and Paragraphs (1) through (3), inclusive, for their dependents as would have been applicable under active employment.

ARTICLE XIV. CLOTHING ALLOWANCE

Section A. Effective January 1, 2008 the Township and the DPW Association agree to a salary enhancement in lieu of clothing allowance. The Township has added \$750 to each base salary which will increase in each subsequent year by the percentage increase agreed upon for each grade and step.

Section B. Upon completion of the probationary period, all employees are required to wear the apparel issued by the township and are required to wear protective footwear at all times while on the job. The initial issue uniforms shall consist of the following:

5 short-sleeve blue shirts

3 pairs of dark blue work pants

1 spring-weight blue jacket

5 long-sleeve blue shirts

1 winter-weight blue jacket

Shirts and jackets shall be properly labeled on outside identifying the Township and department.

Section C. Association members shall be responsible for purchasing and maintaining foul weather gear and protective rubber shoes.

Section D. All employees are responsible for maintaining a neat and orderly appearance while on duty. An employee may be directed by the Department Head to replace any article of clothing or safety footwear which, in the opinion of the Department Head, requires replacement.

Section E. Employees not conforming to the above will be subject to disciplinary action by the Township.

Section F. Any additional and required equipment and clothing as jobs or assignments may require shall be provided by the Township at no cost to the affected employees.

Section G. The Township Safety Committee shall endeavor to ensure the safety of employees where special equipment and clothing is necessary (i.e. safety goggles, hard hats, rubber gloves, breathing apparatus) and shall recommend to the Township Council the purchase of such clothing and equipment as it deems necessary.

ARTICLE XV. RATES OF PAY AND COMPENSATION

Section A. Wage grades shall be as set forth in the Table of Organization attached to this contract as **Schedule A & B & F** and made a part hereof as if written in full herein. The parties have agreed to annual increases in salary at a rate of 2% increase for years 2012, 2014, 2015 and 0% for 2013 Agreement. The parties have also agreed to an elimination of steps and consolidation of grades (as attached in **Schedule A & B & F**) and the parties also agreed that any employees who did not attain the top step in their current grade will be protected and identified in **Schedule C** and will be granted the annual step increase until the "old" step 8 is achieved. Once all employees have attained this step 8, step increases will be eliminated permanently.

Section B. For the term of this Agreement, the salary range for each grade shall be as set forth in the salary guide attached hereto as **Schedule A & B & F**. Employees can only receive increases greater than agreed upon percentage increase in this agreement if recommended by the employee's Department Head and immediate Supervisor. This recommendation must be requested and justified in writing from the respective Supervisor and Department Head and presented to the Administrator. The Township Administrator must approve any salary adjustment above the percentage increase enclosed herein as well as the Township Administrator must approve any promotion resulting in any Grade change for any employee.

Section C. The Township reserves the right to employ persons and place them on any grade in the guide commensurate with their job title, education and experience. The Township shall notify the Association of all new hires in covered positions by providing to the Association a copy of the appointment letter signed by the Mayor.

Section D. An employee who is promoted shall move to the appropriate grade as deemed appropriate by the Township Administrator commensurate with the job being performed in the appropriate grade classification.

Section E. The Township shall have the right to create new job titles, classifications and rates of pay for any position, provided that all persons similarly situated shall be treated equally. The Township shall notify the Association of any and all changes or adjustments affecting persons or positions covered by this contract by providing to the DPW Association a copy of the hire/promotion letter signed by the Mayor.

Section F. All employees shall receive longevity pay at the rate of two percent (2%) of the current base pay for the completion of each five years of continuous employment up to and including a maximum of eight percent (8%), provided,

however, that Employees who were previously entitled to receive up to 10 percent longevity shall retain such entitlement, but shall do so according to the schedule set forth in **Schedule D** attached to this contract and made a part hereof as if written fully herein.

Section G. Employees hired after January 1st, 2012 shall NOT receive longevity.

Section H. Payments for longevity shall be based on the anniversary date of hire. Longevity accrued from anniversary dates prior to July 2 shall be retroactive to January 1 of the anniversary year. Longevity accrued from July 2 through December 31 shall take effect on January 1 of the year following the anniversary year. Anniversary years are as set forth in Schedule D attached to this contract and made a part hereof as if written fully herein.

Section I. Longevity payments shall be included for the purposes of pension calculation, overtime, vacation pay, sick leave pay and terminal leave pay.

Section J. Association members who have earned licenses or certifications as set forth hereafter shall be entitled to a salary enhancement on January 1 of the following year. Such enhancement shall become a part of employee's base pay and shall be subject to the same annual increase except for enhancement increases earned after January 1st, 2012.

- \$500 for each of the following: Commercial Driver License, Certified Pool Operator, T1, W1 and C1;
- \$750 for Air-Conditioning License
- \$1,000 for each of following: Pesticide Applicator, Certified Public Works Manager;
- \$1,500 T2, W2 and C2.

Any of the above referenced enhancement above and beyond what was being received by existing employees as of January 1st, 2012 will remain in the base salary as set forth in **Schedule G**. Any additional enhancement for existing employees and any enhance for employees hire after January 1st, 2012 will receive the enhancements as a stipend and not in their base pay, no later than the last payroll in January of each year.

Section K. Employees hired after January 1st, 2012 shall be required to obtain a CDL license within the first six months of employment and such employees shall not receive an annual enhancement for obtaining the required CDL license.

Section L. Association members who hold any of the enhancement licenses or certifications as enumerated in Section K shall be reimbursed

for the periodic renewal costs of maintaining same.

Section M. Annual salaries shall consist of the employee's base salary including enhancements plus longevity, and the total sum so calculated shall be divided by 24 and paid in semimonthly installments through the year. Semimonthly payments shall be paid on the 15th and last days of the month; provided, however, that if such day is a weekend or holiday, payment shall be made on the last regularly scheduled workday prior thereto.

Section N. Any employee with a minimum of two (2) years of service with the Township whose employment is terminated by the Township other than for those specific situations listed in Article XVII hereof shall receive two weeks' severance pay, payable on employee's last day of employment with the Township.

Section O. To the extent each employee has not received full compensation listed in Schedule F, each employee shall receive a payment (the "Retroactive Pay") of the difference between the salary received during the contract period and the salaries listed in Schedule E. The Retroactive Pay shall be issued to each employee within thirty (30) days of the execution of this Agreement or within thirty (30) days of the adoption of the municipal budget, whichever is later.

Section P. The Association and the Township acknowledge that from time to time the Township may need to temporarily assign certain employees duties, not including the Assistant Foremen, which are commensurate with another title. When that occurs, such employee shall receive the minimum rate pay for that title only after the third consecutive day in that title or a five percent (5%) increase above the current salary, whichever is higher. Payment for out-of-title duties shall be included in the employee's regular pay check.

ARTICLE XVI. EDUCATION BENEFITS

Section A. The Township will pay the tuition fees for any employee who is enrolled in a program leading to a certification recognized by the State of New Jersey (i.e. certified public works manager). It is not necessary that the employee be currently assigned to the office or area of the certification being sought.

Section B. The Township will pay the tuition fees for all continuing education requirements for persons holding certifications as contemplated in Section A hereof and will pay any recertification fees when due.

Section C. The Township will reimburse employees for college or technical school courses which are directly related to their job requirements or which demonstrably are of value to an individual's job knowledge and performance. Such reimbursement shall be made provided that the employee attains a passing grade (pass in pass/fail courses or C or better in graded courses) in the course. Employees intending to make use of this benefit should consult with the Township Administrator in advance and shall produce proof of successful completion of the course upon completion thereof.

Section D. The Township will pay the tuition fees for any employee who is enrolled in a program leading to licensure recognized or required by the State of New Jersey (i.e. T, W or C licenses for water and wastewater operators, pesticide applicator etc.)

Section E. The Township will pay the tuition fees for all continuing education requirements for persons holding licenses as contemplated in Section D hereof and will pay any relicensing fee when due.

ARTICLE XVII. DISCIPLINARY ACTION

Section A. Any employee covered by this Agreement shall be subject to disciplinary action, up to and including termination, as determined by the Township Administrator in conjunction with the Township Council in each case, according to the nature of the infraction of rules, regulations, orders and policies of the Township. For purposes of example, without limitation, the following causes are subject to disciplinary action up to and including discharge:

1. Intoxication on the job from alcohol or other mind-altering substance not taken pursuant to a valid, current prescription.
2. Insubordination or willful disobedience of orders or other serious breach of discipline.
3. Indecent, profane or harsh language in dealing with the public.
4. Disrespect to a superior or to a citizen of the Township.
5. Absence without leave.
6. Immorality, indecency or lewdness.
7. Conviction of any criminal act or offense.
8. Conduct unbecoming an employee in public service.
9. Failure to report for work as assigned.
10. Reckless or careless operation of Township-owned vehicles or other equipment.
11. Fighting on the job.
12. Refusal or failure to perform assigned duties.
13. Intentional damage to or misuse of Township property, including waste of supplies.
14. Theft of property belonging to the Township, its employees or citizens.
15. Excessive or chronic absenteeism.
16. Drinking of alcoholic beverages or possession of same, on or off Township premises during working hours.
17. Chronic tardiness.
18. Use of illegal drugs or possession of same, on or off Township property during work hours.
19. Incompetence or insufficiency.
20. Unauthorized use of Township property.

Section B. The foregoing rights of the Township are in addition to any rights conferred by statute or ordinance upon the Township as a public employer.

Section C. Disciplinary proceedings against employees shall be made known to the Association president prior to any hearings or implementation of said disciplinary actions.

Section D. The Township agrees to have Association representation at any and all formal disciplinary hearings or actions against any Association member. Representation will be the Association president and/or designated representative.

ARTICLE XVIII. PROBATIONARY PERIOD

Section A. All regular full-time employees hired during the term of this Agreement shall be deemed probationary employees and shall be subject to serve a probationary period of one-hundred eighty (180) calendar days. Days lost from work because of sickness or accident during the probationary period shall not be considered in computing the 90-day period.

Section B. During this probationary period, the Township reserves the right to terminate a probationary employee without notice for any reason.

Section C. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

Section D. The probationary period may be extended by the Township for an additional ninety (90) calendar days.

ARTICLE XIX. SENIORITY

Section A. For the purposes of this Agreement, seniority is defined as the length of full-time continuous service in a position within the bargaining unit. When a member is promoted out of the unit and then returns to the unit, he/she shall receive service credit for the previous time within the unit. An employee who voluntarily leaves the employ of the Township and subsequently returns shall not receive service credit for the time previously worked. If a unit member who has been terminated through a reduction in force is subsequently reemployed by the Township in the same unit, he/she shall receive full seniority credit for all prior years in the unit.

Section B. A regular part-time employee who is appointed to a full-time position in the bargaining unit shall be credited with six (6) months of seniority on a pro rata basis for each year of continuous unbroken service in a bargaining unit position in which he or she worked one thousand (1,000) hours or more.

Section C. The Township will make reasonable effort to fill vacancies which occur within the unit with qualified individuals from within the unit. The Township shall retain its sole and exclusive right to fill said vacancies and such decisions shall not be subject to the Grievance Procedure of this Agreement, except as to the procedure hereinafter set forth.

Section D. Any unit member who applies for such vacant position shall, if qualified, be duly considered by the Township. Such consideration shall include but not be limited to the opportunity to apply and where applicable based on the employee's relative qualifications, be granted an interview. All applicants shall be advised in writing of the outcome.

ARTICLE XX. NO STRIKE PLEDGE

Section A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of an employee from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, picketing or other activities by the Association which interfere with the operation of the Township. The Association agrees that such action would constitute a material breach of this Agreement. Any employee who violates this Article shall be subject to disciplinary action, up to and including termination.

Section B. The Association, its officers, agents, representatives and members shall not, in any way, individually or on behalf of the Association

authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Article.

Section C. The Association, its officers, agents, representatives and members will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Township. Such affirmative action will include all reasonable steps to halt and cease the prohibited actions, including, but not limited to the Association sending notice to all employees directing the employees to cease with such activities immediately, within twenty-four (24) hours of a request by the Township.

Section D. Nothing contained in this Article shall be construed to limit or restrict the Township from seeking and obtaining such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XXI. ASSOCIATION DUES AND CHECKOFF

Section A. The Township agrees to deduct from the pay of those employees who are subject to this Agreement dues for the Association. Said deductions shall be in compliance with Chapter 310, P.L. 1967 (N.J.S. 52:14-15.9(e)) as amended. Said monies together with records of any corrections shall be transmitted to the Association treasurer after each biweekly pay period. Such authorization shall continue in effect until it is formally revoked in writing to the Township Treasurer, and will be effective on the first day of the next January or July, following receipt by the Township.

Section B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

Section C. The Association will provide to the Township Treasurer the necessary "check-off authorization" forms for employees who individually and voluntarily request in writing that such deductions be made on a form mutually agreeable between the Township and the Association and consistent with applicable law.

Section D. The Township agrees to deduct an agency fee in the amount of eighty-five percent (85%) of the Association's regular membership dues for each non-member employee subject to this Agreement, as stated in N.J.S. 34:13A-5.5(b) and 5.6 as amended, and any regulations promulgated thereafter.

Section E. The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages as a result of the aforementioned clause, including, but not limited to, any claims from any non-Association members for excessive or improper disbursement of agency shop fees or dues deducted from the salaries of non-members of the Association.

ARTICLE XXII. ASSOCIATION BUSINESS

Section A. The President of the Association, or in the case of co presidents, the designated officer, shall be permitted to utilize up to two (2) hours of paid time per week for the conduct of Association business; provided, however, that such time shall be subject to the approval of the supervisor, which approval shall not be unreasonably withheld.

Section B. The Association shall be permitted to install and maintain in nonpublic areas one bulletin board each at Township Hall, the Department of Public Services (Melanie Lane) and the Police/Fire Headquarters. Such bulletin boards shall be for the exclusive use of the Association and all postings thereon shall be the responsibility of the Association.

ARTICLE XXIII. ASSOCIATION BENEFIT

Section A. All children, up to and including age 15, of Association members shall be eligible for free annual membership at the Township pool.

Section B. All children of Association members who reside in East Hanover shall be eligible for a fifty percent (50%) reduction in tuition for the SAC and Summer SAC programs.

Section C. All children of Association members who reside in East Hanover shall be eligible for a fifty percent (50%) reduction in tuition for the summer camp program.

ARTICLE XXIV. SEPARABILITY AND SAVINGS

In the event that any provisions of this Agreement shall be declared invalid by legislative action or any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement. It is the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXV. TOTAL AGREEMENT

Notwithstanding any other agreements previously in effect, the foregoing constitutes the entire Agreement between the parties and any amendments mutually agreed upon between the parties in writing and annexed hereto and designed as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE XXVI. TERM

This Agreement shall be in full force and effect from January 1, 2012, through December 31, 2015; and provisions herein shall be effective retroactive to January 1, 2012, unless otherwise specifically set forth herein. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of the Agreement, written notice may be given to the other party no sooner than one hundred fifty (150) days nor fewer than ninety (45) days prior to such expiration date. The party seeking to terminate, amend or otherwise modify this Agreement shall furnish to the other party within fifteen (15) days after such notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have thirty (30) days from receipt of such changes to furnish its own proposals to the other party.

IN WITNESS WHEREOF, the parties have caused to be affixed hereto the signatures of their duly authorized representatives.

ASSOCIATION OF EMPLOYEES
OF EAST HANOVER PUBLIC WORKS

By: 

TOWNSHIP OF EAST HANOVER

By: 
Joseph Pannullo, Mayor

ATTEST: 



DPW ASSOCIATION – EMPLOYEE/GRADE SCHEDULE A

<u>GRADE: 1</u>	<u>GRADE: 2</u>	<u>GRADE: 3</u>	<u>GRADE: 4</u>	<u>GRADE: 5</u>	<u>GRADE: 6</u>
<u>\$35,000 - \$57,000</u>	<u>\$50,000 - \$67,000</u>	<u>\$60,000 - \$79,000</u>	<u>\$70,000 - \$88,000</u>	<u>\$77,000 - \$95,000</u>	<u>\$82,000 - \$100,000</u>
ROBERT FROYSLAND	ERIC RIVERA	ENZO MARRANO	ANTONIO PICCININI	ANTHONY NAZARETTA	PAUL CANCELLERI
ANTHONY TAMBURELLO	JAMES FAHY	SANDRA LEVA	JEFFREY KISS	LOUIS HOFFMAN	RICH GETSINGER
	KEVIN MCARDLE	JOSE RIVERA	JEFFREY MCCORMICK		
		ROSA FERNANDEZ	GEORGE PETRILLO		
		PETER ESPOSITO	JAMES MCCORMICK		
		HAROLD TELLO	MICHAEL PANCIELLO		
		MURIAL FARESE			

DPW ASSOCIATION – JOB TITLE/GRADE SCHEDULE B

<u>GRADE: 1</u>	<u>GRADE: 2</u>	<u>GRADE: 3</u>	<u>GRADE: 4</u>	<u>GRADE: 5</u>	<u>GRADE: 6</u>
<u>\$35,000 - \$57,000</u>	<u>\$50,000 - \$67,000</u>	<u>\$60,000 - \$79,000</u>	<u>\$70,000 - \$88,000</u>	<u>\$77,000 - \$95,000</u>	<u>\$82,000 - \$100,000</u>
Laborer 1	Laborer 2	Laborer 3	Laborer 4	Assistant Foreman	Senior Assistant Foreman
Mechanic 1	Mechanic 2	Mechanic 3	Mechanic 4		
Utility Operator 1	Utility Operator 2	Utility Operator 3	Utility Operator 4		
Equipment Operator 1	Equipment Operator 2	Equipment Operator 3	Equipment Operator 4		
Administrative Asst.	Sen. Admin. Asst.	Exec. Sen. Admin. Asst.	Sen. Exec. Admin. Asst.		
Omnibus Operator 1	Omnibus Operator 2	Omnibus Operator 3	Omnibus Operator 4		
		Construction Inspector	Senior Construction Inspector		

DPW ASSOCIATION GRADE/STEP SCHEDULE FOR BASE SALARY SCHEDULE C

	<u>STEP</u>	<u>2012 BASE SALARY</u>	<u>STEP</u>	<u>2013 BASE SALARY</u>	<u>STEP</u>	<u>2014 BASE SALARY</u>	<u>STEP</u>	<u>2015 BASE SALARY</u>
<u>PETRILLO</u>	<u>VIII-7</u>	\$68,396	<u>VIII-8</u>	\$70,299				
<u>FROYSLAND</u>	<u>II-6</u>	\$48,356	<u>II-7</u>	\$50,260	<u>II-8</u>	\$53,207		
<u>HOFFMAN</u>	<u>X-7</u>	\$76,137	<u>X-8</u>	\$78,039				
<u>GETSINGER</u>	<u>XI-7</u>	\$84,175	<u>XI-8</u>	\$85,768				
<u>TAMBURELLO</u>	<u>II-4</u>	\$44,528	<u>II-5</u>	\$46,430	<u>II-6</u>	\$49,301	<u>II-7</u>	\$52,268

DPW ASSOCIATION LONGEVITY CHART SCHEDULE D

* PUBLIC WORKS EMPLOYEES HIRED AFTER 1/1/95 CAPPED @ 8%
 ** EMPLOYEES HIRED AFTER 1/1/2012 SHALL NOT RECEIVE LONGEVITY

<u>NAME</u>	<u>HIRE</u>	<u>BENEFIT</u>	<u>2%</u>	<u>4%</u>	<u>6%</u>	<u>8%</u>	<u>10%</u>
CANCELLIERI, P	Nov-86	1987	1991	1995	1999	2003	2008
ESPOSITO, P	Jul-04	2005	2010	2015	2020	2025	N/A
FAHEY, J	Jun-03	2003	2008	2013	2018	2023	N/A
FARESE	Sep-01	2002	2007	2012	2017	2022	N/A
FERNANDEZ	Feb-05	2005	2010	2015	2020	2025	N/A
FROYSLAND, R	May-07	2007	2012	2017	2022	2027	N/A
GETSINGER	Oct-97	1998	2003	2008	2013	2018	N/A
HOFFMAN	Apr-02	2002	2007	2012	2017	2022	N/A
KISS	Feb-89	1989	1993	1997	2001	2006	2011
LEVA	Nov-94	1995	1999	2003	2008	2013	2018
MARRANO	Oct-97	1998	2003	2008	2013	2018	N/A
MCARDLE	May-01	2001	2006	2011	2016	2021	N/A
MCCORMICK, JS	May-84	1984	1988	1992	1996	2000	2004
MCCORMICK, JY	Apr-86	1986	1990	1994	1998	2002	2007
NAZARETTA	Apr-96	1996	2001	2006	2011	2016	N/A
PANCIELLO	May-96	1996	2001	2006	2011	2016	N/A
PETRILLO	Apr-99	1999	2004	2009	2014	2019	N/A
PICCININI	Jun-97	1997	2002	2007	2012	2017	N/A
RIVERA, E	May-02	2002	2007	2012	2017	2022	N/A
RIVERA, J	Feb-00	2000	2005	2010	2015	2020	N/A
TAMBURELLO	Mar-08	2008	2013	2018	2023	2028	N/A
TELLO	Nov-99	2000	2005	2010	2015	2020	N/A

DPW ASSOCIATION FROZEN (90 DAY) TERMINAL LEAVE AS OF 12/31/11 SCHEDULE E

* MUST ATTAIN 25 FULL-TIME YEARS OF SERVICE WITH TOWNSHIP TO RECEIVE BENEFIT

** EMPLOYEES HIRED AFTER 1/1/2012 SHALL NOT RECEIVE TERMINAL LEAVE

DEPT.	Name	Hire Date	Grade/Step	2011 Annual Salary	Daily Rate	Terminal Leave
126290	CANCELLIERI, P	11/83/1986	XI-8	89,160	342.92	\$30,863
126290	MC CORMICK, Jy	4/21/1986	VIII-8	75,813	291.59	\$26,243
126290	PETRILLO	4/5/1999	VIII-6	67,604	260.02	\$23,401
126290	FROYSLAND, R.	5/1/2007	II-5	45,541	175.16	\$15,764
126290	RIVERA, J.	2/7/2000	V-8	61,336	235.91	\$21,232
126290	PANCIELLO	5/6/1996	X-8	80,320	308.92	\$27,803
126300	FERNANDEZ	2/4/2005	V-8	60,157	231.37	\$20,824
126310	MC ARDLE	5/14/2001	II-8	52,601	202.31	\$18,208
126315	MARRANO	10/20/1997	VII-8	68,126	262.02	\$23,582
126315	HOFFMAN, L	4/15/2002	X-6	73,483	282.63	\$25,436
128370	ESPOSITO, P	8/16/2004	V-7	58,878	226.45	\$20,381
128375	MC CORMICK, Js	5/4/1984	VIII-8	75,813	291.59	\$26,243
128375	NAZARETTA	4/8/1996	X-8	80,970	311.42	\$28,028
128375	PICCININI	6/30/1997	IX-8	75,956	292.14	\$26,292
128375	RIVERA, E.	5/21/2002	II-8	51,590	198.42	\$17,858
128375	TELLO	11/1/1999	V-8	61,944	238.25	\$21,442
955501	FAHEY, J	6/1/2003	II-8	53,446	205.56	\$18,501
955501	FARESE	9/4/2001	V-7	58,878	226.45	\$20,381
955501	GETSINGER	10/20/1997	XI-6	83,566	321.41	\$28,927
955501	KISS	2/13/1989	IX-8	82,717	318.14	\$28,633
955501	LEVA	11/14/1994	VII-8	68,787	264.57	\$23,811
955501	TAMBURELLO	3/1/2008	II-3	41,247	158.64	\$14,278

DPW ASSOCIATION TOTAL ANNUAL SALARY 2012-2015 SCHEDULE F

	2%	LONGV %	12	0%	LONGV %	13	2%	LONGV %	14	2%	LONGV %	15	LONGV %	15	TOTAL
	BASE		TOTAL	BASE		TOTAL	BASE		TOTAL	BASE		TOTAL		LONGV	
<u>ANCELLIERI, P</u>	\$82,676	10%	\$90,944	\$82,676	10%	\$90,944	\$84,330	10%	\$8,433	\$86,016	10%	\$92,762	\$8,602	\$94,618	
<u>SPOSITO, P</u>	\$60,782	2%	\$61,998	\$60,782	2%	\$61,998	\$61,998	2%	\$1,240	\$63,238	4%	\$63,238	\$2,530	\$65,767	
<u>AHEY, J</u>	\$53,956	2%	\$55,035	\$53,956	4%	\$56,114	\$55,035	4%	\$2,201	\$57,237	4%	\$57,237	\$2,245	\$58,381	
<u>ARESE</u>	\$60,782	4%	\$63,213	\$60,782	4%	\$63,213	\$61,998	4%	\$2,480	\$64,478	4%	\$63,238	\$2,530	\$65,767	
<u>ERNADEZ</u>	\$60,157	2%	\$61,360	\$60,157	2%	\$61,360	\$61,360	2%	\$1,227	\$62,587	4%	\$62,587	\$2,503	\$65,091	
<u>ROYSLAND, R</u>	\$48,356	2%	\$49,323	\$50,260	2%	\$51,265	\$53,207	2%	\$1,064	\$54,271	2%	\$54,271	\$1,085	\$55,357	
<u>ETSINGER</u>	\$84,175	4%	\$87,542	\$85,768	6%	\$90,914	\$87,483	6%	\$5,249	\$92,732	6%	\$89,233	\$5,354	\$94,587	
<u>OFFMAN</u>	\$76,137	4%	\$79,182	\$78,039	4%	\$81,161	\$79,600	4%	\$3,184	\$82,784	4%	\$81,192	\$3,248	\$84,439	
<u>ISS</u>	\$76,701	10%	\$84,371	\$76,701	10%	\$84,371	\$78,235	10%	\$7,824	\$86,059	10%	\$79,800	\$7,980	\$87,780	
<u>EVA</u>	\$66,191	6%	\$70,162	\$66,191	8%	\$71,486	\$67,515	8%	\$5,401	\$72,916	8%	\$68,865	\$5,509	\$74,374	
<u>IARRANO</u>	\$67,566	4%	\$70,269	\$67,566	6%	\$71,620	\$68,917	6%	\$4,135	\$73,052	6%	\$70,296	\$4,218	\$74,513	
<u>ICARDLE</u>	\$51,590	4%	\$53,654	\$51,590	4%	\$53,654	\$52,622	4%	\$2,105	\$54,727	4%	\$53,674	\$2,147	\$55,821	
<u>ICCORMICK, JS</u>	\$70,299	10%	\$77,329	\$70,299	10%	\$77,329	\$71,705	10%	\$7,170	\$78,875	10%	\$73,139	\$7,314	\$80,453	
<u>ICCORMICK, JY</u>	\$70,299	10%	\$77,329	\$70,299	10%	\$77,329	\$71,705	10%	\$7,170	\$78,875	10%	\$73,139	\$7,314	\$80,453	
<u>AZARETTA</u>	\$77,914	6%	\$82,589	\$77,914	6%	\$82,589	\$79,472	6%	\$4,768	\$84,241	6%	\$81,062	\$4,864	\$85,925	
<u>ANCIELLO</u>	\$77,289	6%	\$81,926	\$77,289	6%	\$81,926	\$78,835	6%	\$4,730	\$83,565	6%	\$80,411	\$4,825	\$85,236	
<u>ETRILLO</u>	\$68,396	4%	\$71,132	\$70,299	4%	\$73,111	\$71,705	6%	\$4,302	\$76,007	6%	\$73,139	\$4,388	\$77,527	
<u>ICCININNI</u>	\$74,494	6%	\$78,964	\$74,494	6%	\$78,964	\$75,984	6%	\$4,559	\$80,543	6%	\$77,504	\$4,650	\$82,154	
<u>RIVERA, E</u>	\$51,590	4%	\$53,654	\$51,590	4%	\$53,654	\$52,622	4%	\$2,105	\$54,727	4%	\$53,674	\$2,147	\$55,821	
<u>RIVERA, J</u>	\$60,157	4%	\$62,563	\$60,157	4%	\$62,563	\$61,360	4%	\$2,454	\$63,815	6%	\$62,587	\$3,755	\$66,343	
<u>AMBURELLO</u>	\$44,528	0%	\$44,528	\$46,430	2%	\$47,359	\$49,301	2%	\$986	\$50,287	2%	\$52,268	\$1,045	\$53,313	
<u>TELLO</u>	\$60,753	4%	\$63,183	\$60,753	4%	\$63,183	\$61,968	4%	\$2,479	\$64,447	6%	\$63,207	\$3,792	\$67,000	

DPW ASSOCIATION ENHANCEMENTS 12-31-11 SCHEDULE G

	CDL	CPO	AIR	PEST	T1	C1	W1	T2	C2	W2	2011 TOTAL
<u>CANCELLERI, P</u>	X										\$613
<u>ESPOSITO, P</u>	X										\$613
<u>FAHEY, J</u>	X	X					X		X		\$2,320
<u>FARESE</u>	X										\$613
<u>FERNANDEZ</u>											\$0
<u>FROYSLAND, R</u>	X										\$563
<u>GETSINGER</u>	X	X			X				X	X	\$3,644
<u>HOFFMAN</u>			X								\$750
<u>KISS</u>	X				X				X	X	\$3,337
<u>LEVA</u>											\$0
<u>MARRANO</u>	X		X								\$1363
<u>MCARDLE</u>											\$0
<u>MCCORMICK, JS</u>	X										\$613
<u>MCCORMICK, JY</u>	X										\$613
<u>NAZARETTA</u>	X										\$613
<u>PANCIELLO</u>											\$0
<u>PETRILLO</u>	X										\$613
<u>PICCININNI</u>	X										\$1,174
<u>RIVERA, E</u>									X		\$0
<u>RIVERA, J</u>											\$0
<u>TAMBURELLO</u>	X										\$541
<u>TELLO</u>									X		\$584